



# Memorandum of Understanding Tool

## Memorandum of Understanding Between My Community Organization and Jones River School District

The Jones River School District, hereinafter referred to as JRSD, and the My Community Organization, hereinafter referred to as MCO, enter into this Memorandum of Understanding (MOU) for the express purpose of implementing the Clarion Afterschool program. It is understood by and between the parties that the implementation of this MOU is contingent upon continued funding received by JRSD from the State Department of Education.

JRSD and MCO desire to work cooperatively to build an asset-based approach to the delivery of services to children, youth and families. JRSD and MCO will implement effective strength-focused strategies for positive youth development as part of the project's Clarion Afterschool program at Lawrence Elementary, King Elementary, and Roosevelt Middle School in Jones River.

### I. Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties, based on the intent to meet the service delivery needs of the Clarion Afterschool program, and to set forth the operative conditions that will govern this important partnership.

### II. Description of Program Services

#### A. MCO will:

1. Provide up to six recreation leaders for a minimum of 3.5 hours a day @ \$11/hour X 189 days to provide recreational and enrichment program activities that emphasize positive youth development, life skills, and pro-social behaviors.
2. Provide one part-time recreation coordinator for approximately 4 hours per day, 5 days per week for a minimum of 189 days. The recreation coordinator will be responsible for coordinating all hiring, training and ongoing professional development, and for providing leadership for all recreation leaders hired by MCO and employed in the Clarion Afterschool Program, as described in the recreation coordinator job description. Reimbursement for the recreation coordinator will be calculated at \$1,500 per program served by MCO.
3. Provide supervision of the personnel employed under this agreement. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be made by the MCO, and JRSD shall have no right or authority over such persons or the terms of



# Memorandum of Understanding Tool

such employment. However, JRSD will have input on the selection of the staff hired for this project.

4. Deliver services as an afterschool program from 3:45 p.m. to 7 p.m. on designated days of operation.
5. Be responsible for maintaining evaluation data, attendance forms, and other relevant program documentation as needed by project.
6. Designate an MCO employee to serve on the Clarion Afterschool Advisory Board.
7. Be responsible for general program coordination, including set-ups and clean-up and first aid.
8. Attend required project-sponsored training sessions and on-site program activities team meetings as appropriate.

## B. JRSD agrees to the following:

1. Provide space and general operational supplies for services. This space will include access to needed school facilities, office equipment, telephones, and supplies.
2. Work collaboratively with MCO to identify and meet student needs served in the program
3. Develop common confidentiality guidelines to share information between JRSD and MCO to the extent permitted by the State Education Code and the Welfare and Institutions Code governing client confidentiality.
4. Set meeting and training schedules.
5. Maintain coordination of other agencies and services providers with MCO.
6. Provide the needed student assessment forms and evaluation requirements.
7. Provide staff person to provide support group facilitation.
8. Provide site coordinator 4-6 hours each day.

## III. Terms

The term of this Memorandum of Understanding shall commence no earlier than July 1, 2011, and continue through June 30, 2012. This MOU may be reviewed by both parties annually. Existing



This tool is in the public domain. Authorization to reproduce it in whole or in part is granted. This tool was funded by the U.S. Department of Education in 2011 under contract number EDOESE-90-000040. The views expressed here are not necessarily those of the Department or the contractor. Learn more about professional development planning and 21st CCLC learning at <http://y4y.ed.gov>.



<http://y4y.ed.gov/>



# Memorandum of Understanding Tool

labor contracts will be honored in the execution of services. The intent is not to supplant work that would belong to a bargaining unit member.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.

## IV. Termination Clause

This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving written notice of intention to terminate the agreement.

## V. Amendments

Amendments to this MOU may be made with the mutual written agreement of both parties.

## VI. Hold Harmless/Indemnification

- A. JRSD agrees to indemnify, defend, and hold harmless MCO, its board of trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of JRSD. It is understood that such indemnity shall survive the termination of this Agreement.
- B. MCO agrees to indemnify, defend, and hold harmless JRSD, its board of trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of MCO. It is understood that such indemnity shall survive the termination of this Agreement.

### C. Insurance

[This provision may only be waived if authorized in writing by the Assistant Superintendent and approved by the District's legal office.] As part of, but without limiting the hold harmless covenant, MCO shall, during the term of this Agreement, carry a comprehensive general liability or property damage insurance in the amount of ONE MILLION DOLLARS (\$1,000,000). JRSD and, in their capacity as such, its officers, agent, and employees shall be named as additional named insured in said policy. A certificate of said insurance shall be filed with JRSD before commencement by MCO of performance under this MOU. Said insurance shall contain a clause prohibiting cancellation



# Memorandum of Understanding Tool

without ten (10) days' advance notice to JRSD. A certificate of insurance showing compliance with these requirements shall be filed with JRSD's Property and Liability Insurance Office.

## VII. Independent Contractor Status

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and other benefits of any kind, as required by law, for its own employees.

## VIII. Fingerprinting

In accordance with Education Code Section 45125.1, MCO shall conduct criminal background checks of its employees and, upon receipt of those checks, certify to JRSD that no employee of the contractor working with students and parents of the JRSD has been convicted of a violent or serious felony as defined by statute. MCO shall not permit any employee to have any such contact with a student of JRSD until such certification has been received by JRSD. MCO shall supply JRSD with a list of names of those employees who are cleared to work with students and parents of the district.

## IX. Schools Served

Lawrence Elementary, King Elementary, and Roosevelt Middle School in Jones River.

## X. Compensation

1. JRSD agrees to reimburse MCO for the base services provided to Clarion Afterschool program a sum not to exceed \$152,807 for 21 recreation leaders at 3.5 hours per day for 189 days.
2. JRSD agrees to reimburse MCO for the services provided to the Clarion Afterschool Program by the recreation coordinator a sum not to exceed \$9,000. Payment will be provided in two installments of \$4,500 in September 2011 and March 2012.
3. MCO will bill the Jones River School District monthly and submit the bill to:

Jones River School District  
Office of Student Support Programs  
Clarion Afterschool Program  
Attention: William Draizer  
212 Main Street  
Jones River, My State 00000



This tool is in the public domain. Authorization to reproduce it in whole or in part is granted. This tool was funded by the U.S. Department of Education in 2011 under contract number EDOESE-90-000040. The views expressed here are not necessarily those of the Department or the contractor. Learn more about professional development planning and 21st CCLC learning at <http://y4y.ed.gov>.



<http://y4y.ed.gov>



# Memorandum of Understanding Tool

## XI. WRITTEN NOTICE

Written notices regarding this MOU required to be provided herein shall be sent by first class mail to the following representatives:

To: Jones River School District  
Elise Grant, Program Manager  
Office of Student Services  
11 South Avenue  
Jones River, My State 00000

To: My Community Organization  
Thomas Earl  
300 Eighth Street  
Jones River, My State 00000

## XII. APPROVALS

\_\_\_\_\_  
Thomas Earl, Supervisor  
My Community Organization

\_\_\_\_\_  
Sharon Maples, Superintendent  
Jones River School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Elise Grant, Program Manager  
Jones River School District

\_\_\_\_\_  
Gregory Nelson  
Assistant General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date